

DOWNLOADED SOLICITATION From Public Notice Website

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document **provided** Offeror registers its company by e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer **may be** rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit E-Mail to: kamanao.mills@hawaii.gov

Provide the following information:

- | | | |
|-----------------------|---|--------------------------|
| - Name of Company | - Mailing Address | - Name of Contact Person |
| - Telephone Number | - Facsimile Number | - E-Mail Address |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class if this is not provided) | |



DEPARTMENT OF HAWAIIAN HOME LANDS

LEGAL AD DATE: June 23, 2016

INVITATION FOR BIDS No. IFB-17-HHL-002

SEALED OFFERS FOR DEMOLITION AND REMOVAL OF A RESIDENTIAL HOUSE HAWAIIAN HOME LANDS KULA, MAUI, STATE OF HAWAII

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

JULY 22, 2016

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS, 91-5420 KAPOLEI PARKWAY,
KAPOLEI, HAWAII 96707. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
KAMANA'O MILLS, TELEPHONE (808) 620-9508 OR E-MAIL AT kamanao.mills@hawaii.gov.

Pre-bid conference
Friday, July 08, 2016 at 10:00 a.m.

Offeror _____
Name of Company

IFB-17-HHL-002

DEMOLITION AND REMOVAL OF A RESIDENTIAL HOUSE, KULA, MAUI, HAWAII
IFB-17-HHL-002

Procurement Officer
Department of Hawaiian Home Lands
State of Hawaii
91-5420 Kapolei Parkway
Kapolei, HI 96707

Dear Sir or Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and General Conditions, Form AG-008 (Revised 4/15/2009) attached hereto; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No.: _____ Federal I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer for Demolition and Removal of a Residential House, Kula, Maui, Hawaii, as specified herein, is hereby submitted:

Bid to demolish and remove residential house \$ _____

Hawaii General Excise Tax \$ _____

TOTAL BID PRICE \$ _____
as stated in the specifications
(amount should include Hawaii General Excise Tax)

.....

Offeror _____
Name of Company

Offeror shall provide the following information:

1. Number of years providing services similar to this IFB in the State of Hawaii: _____

2. Offeror's Business Address: _____

Telephone Number: _____

E-mail address: _____

3. Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

E-mail address: _____

4. INSURANCE COVERAGE:

Carrier

Policy No.

Agent

Commercial General Liability _____

Automobile Liability _____

Workers' Compensation _____

Temporary Disability _____

Prepaid Health Care _____

Unemployment Insurance State of Hawaii I.D. No. _____

5. REFERENCES:

Offeror shall list at least three commercial businesses and/or government agencies.

<u>Name of Company</u>	<u>Address</u>	<u>Contact</u>	<u>Telephone No.</u>
------------------------	----------------	----------------	----------------------

1. _____	_____	_____	_____
----------	-------	-------	-------

2. _____	_____	_____	_____
----------	-------	-------	-------

3. _____	_____	_____	_____
----------	-------	-------	-------

Offeror _____
Name of Company

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB/RFP No.: IFB-17-HHL-002
Title of IFB/RFP: Demolition and Removal of a Residential House, Kula, Maui,
Hawaii

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

SPECIFICATIONS

This section indicates the Specifications required for the Removal of Fill Material. The Specifications listed herein are the minimum requirements and are mandatory for an accepted bid. Bidders are cautioned to review the Specifications carefully and thoroughly. Bidders shall carefully review this solicitation for defects and questionable or objectionable matter. The submittal of a bid shall be considered as acceptance of the Specifications as published.

HOUSE DEMO AT 52 AHULUA PLACE, LOT 50 KULA, MAUI, HAWAII

CONTENTS

Section 1	General Specifications.....	S-2
Section 2	Mobilization and Demobilization.....	S-4
Section 3	Pollution Control	S-5
Section 4	Site Preparation.....	S-8
Section 5	Scope of Work	S-10

LEGEND:

Contractor – General Contractor as awarded by the Department of Hawaiian Home Lands

DHHL – State of Hawaii Department of Hawaiian Home Lands

DOH – State of Hawaii Department of Health

SECTION 1 – GENERAL SPECIFICATIONS

1.1 DESCRIPTION:

- A. Work shall consist of furnishing all labor, tools, materials and equipment necessary and required to demolish and complete all work as specified herein.
- B. Contractor shall be responsible for obtaining all applicable permits necessary prior to execution of work.
- C. Contractor is responsible for any violations that is incurred during construction as a result of their work.

1.2 GENERAL:

- A. EXAMINATION OF PREMISES: The Contractor shall contact DHHL and obtain permission before visiting the site.
- B. NOTICES: The Contractor shall notify DHHL and give at least two (2) weeks' notice before starting any work. The Contractor shall notify DHHL, at least 3 working days, to make a final inspection of the premises for acceptance.
- C. CONTRACTOR'S OPERATIONS
 - 1. The Contractor must employ, insofar as possible, such methods and means of carrying out the work so as not to cause any interruption or interference to the surrounding neighborhood.
 - 2. The Contractor shall maintain safe passageway to and from the premises at all times.
- D. PARKING POLICY FOR CONTRACTOR
 - 1. The Contractor and its employees will be allowed to park as long as the vehicle do not impede the traffic in the area..
- E. TOILET ACCOMMODATIONS: There are no toilet accommodations on site. The Contractor shall make their own arrangements.
- F. PROTECTION OF PROPERTY: The Contractor shall continually maintain adequate protection of all its work from damage and shall protect all property, including but not limited to buildings, equipment, grounds, vegetation, and material located at and adjoining the job site. The Contractor shall repair, replace or pay the expense of repair of damages resulting from its operations.
- G. USE OF POWER DRIVEN EQUIPMENT: The Contractor shall take all necessary

safety precautions to protect the facility personnel, and the public whenever power driven equipment is used.

H. SAFETY: The Contractor shall carefully read and strictly comply with the requirements of the Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, as amended, is applicable and made a part of the Contract.

I. CLEAN UP PREMISES: The Contractor shall clean up and remove from premises all debris accumulated from operations as necessary or as directed. See also Section 7.25 Of the General Conditions.

J. RESPONSIBILITY:

1. The State will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the prime Contractor in matters pertaining to other trades employed on the job. The Contractor shall be responsible for coordinating the work of all trades on the job.
2. Should the Contractor discover any discrepancy in the specifications, the Contractor shall immediately notify DHHL before proceeding any further with the work, otherwise, the Contractor will be held responsible for any cost involved in correction of work placed due to such discrepancy.

K. SPECIFICATIONS

1. The contractor shall not make alterations in the specifications. In the event the Contractor discovers any errors or discrepancies, the Contractor shall immediately notify DHHL in accordance with the General Conditions.
2. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the work.
3. Specifications are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on the drawings", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.

N. PERMITTING:

1. The Contractor shall not "sidecast" material or push it into a different area of the premises. All material attributed to the demolition is to be removed and taken to an approved disposal location. This location shall be identified in the scope of work.

END OF SECTION

SECTION 2 – MOBILIZATION AND DEMOBILIZATION

2.1 MOBILIZATION:

1. Mobilization shall consist of the transporting, assembling, constructing, installing, and making ready for use at the job site, all the equipment, machinery, structures, utilities, materials, labor, and incidentals necessary to do the work covered by this contract.

2.2 DEMOBILIZATION:

1. Demobilization shall consist of the dismantling and removal of the above-mentioned equipment, machinery, structures, utilities, materials, and incidentals, and the cleaning up of the site.

END OF SECTION

SECTION 3 – POLLUTION CONTROL

3.1 DESCRIPTION:

A. RUBBISH DISPOSAL:

1. No burning of debris and/or waste materials shall be permitted on the project site.
2. No burying of debris and/or waste material except for materials which are specifically indicated elsewhere in these specifications as suitable for backfill shall be permitted on the project site.
3. All unusable debris and waste material shall be hauled away to an appropriate off-site dump area and disposal of the dump site approved by DOH. During loading operations, debris and waste materials shall be watered down to allay dust.
4. No dry sweeping shall be permitted in cleaning rubbish and fines which can become airborne from floors or other paved areas. Vacuuming, wet mopping or wet or damp sweeping is permissible.
5. Clean up shall include the collection of all demolished materials and other objectionable material and removal as required. Frequency of clean-up shall coincide with rubbish producing events.

B. DUST:

1. The Contractor shall prevent dust from becoming airborne at all times including non-working hours, weekends, and holidays in conformance with The State Department of Health, Administrative Rules, title 11, Chapter 60 – Air Pollution Control.
2. The method of dust control and costs shall be the responsibility of the Contractor. Methods of dust control shall include the use of water, Chemicals or asphalt over surfaces which may create airborne dust.
3. The Contractor shall be responsible for all damage claims in accordance with Section 7.16 – “Responsibility for Damage Claims” of the GENERAL CONDITIONS.

C. NOISE:

1. Noise shall be kept within acceptable levels at all times in conformance with the State Department of Health, Administrative Rules, Title 11. The Contractor shall obtain and pay for The Community Noise Permit from the State Department of Health when the construction equipment or other devices emit noise at levels exceeding the allowable limits.

2. All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.
3. Starting-up of construction equipment meeting allowable noise limits shall not be done prior to 6:45 a.m. without prior approval of DHHL. Equipment exceeding allowable noise levels shall not be started-up prior to 7:00 a.m.

D. EROSION:

1. Temporary berms, cut-off ditches and other provisions which may be required because of the Contractor's method of operations shall be installed at no cost to the State.
2. Drainage outlets and silting basins shall be maintained to minimize erosion and pollution of waterways during cleaning.

E. OTHERS:

1. Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement.
2. Trucks hauling debris shall be covered as required by PUC Regulation. Trucks hauling fine materials shall be covered.
3. No dumping of waste concrete will be permitted at the job-site.
4. Except in an emergency, such as a mechanical breakdown, all vehicle fueling and maintenance shall be done in a designated area. Spill kits shall be kept at the job site at all times. A temporary berm shall be constructed around the area when runoff can cause a problem.

F. SUSPENSION OF WORK:

1. Violations of any of the above requirements or any other pollution control requirements which may be specified in the Technical Specifications herein shall be cause for suspension of the work creating such violation. No additional compensation shall be due the Contractor for remedial measures to correct the offense. Also, no extension of time will be granted for delays caused by such suspensions.
2. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered by DHHL, the State reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by the State in taking such action from monies due the Contractor.
3. DHHL may also suspend any operations which he feels are creating pollution problems although they may not be in violation of the above-mentioned

requirements. In this instance, the work shall be done by force account as described in Subsection 4.2b – “Additional Work” of the GENERAL CONDITIONS and paid for in accordance with Subsection 8.4b – “Force – Account Work” Therein. The count of elapsed working days to be charged against the contract in this situation shall be computed in accordance with Subsection 7.18 – “Contract Time” of the GENERAL CONDITIONS.

END OF SECTION

SECTION 4 – SITE PREPARATION

4.1 DESCRIPTION:

- A. The work to be performed under this section shall include clearing the premises of all obstacles and obstructions, the removal of which will be necessary for the proper reception, construction, execution and completion of the other work included in this contract.

4.2 GENERAL:

- A. Maintenance of Traffic: The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, passageways, etc.
- B. When necessary, the Contractor shall provide and erect barriers, etc., with special attention to protection of personnel.
- C. Protection: Throughout the progress of the work protection shall be provided for all property and equipment, and temporary barricades shall be provided as necessary. Work shall be done in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and the State of Hawaii's Occupational Safety and Health Standards, Rules and Regulations.
- D. Fires: No burning of fires of any kind will be allowed.
- E. Reference Points: Bench marks, etc., shall be carefully maintained, but if disturbed or destroyed, shall be replaced as directed, at the Contractor's expense.
- F. Disposal: All materials resultant from operations under this Section shall become the property of the Contractor and shall be removed from the site. Loads of materials shall be trimmed to prevent droppings.

4.3 EXISTING UTILITY LINES:

- A. The existence of active underground utility lines within the construction area is not definitely known other than those indicated in their approximate locations on the Drawings. Should any unknown line be encountered during excavation, the Contractor shall immediately notify the Engineer of such discovery. DHHL shall then investigate and issue instructions for the preservation or disposition of the unknown line. Authorization for extra work shall be issued by DHHL only as deemed necessary.

4.4 CLEAN UP OF PREMISES:

- A. Clean up and remove all debris accumulated from building operations from time-to-time as directed. Upon completion of the construction work and before final acceptance of the contract work, remove all surplus materials, equipment, scaffolding, etc., and leave entire job site raked clean and neat to the satisfaction of

the Project Representative.

END OF SECTION

SECTION 5 – SCOPE OF WORK

5.1 HOUSE DEMOLITION & REMOVAL:

A. Demolish and remove all debris associated with the improvements located at 52 Ahulua Place, Kula, Maui.

5.1 TREES AND SHRUBS:

A. Only trees, shrubs and stumps in the path of the contractor that prohibits the completion of the contract should be removed.

END OF SECTION

SPECIAL PROVISIONS

SCOPE

The Demolition and Removal of a Residential House Project shall be in accordance with these Specifications and Special Provisions, and the General Conditions, Form AG-008 Rev. 10/17/2013.

CONTRACT ADMINISTRATOR

For the purpose of this contract, Mr. Dean Oshiro with the Department of Hawaiian Home Lands, or his designee, is designated Contract Administrator. The telephone number at which he may be reached is 808-620-9214.

TERM OF CONTRACT

The term of contract shall be for a six (6) month period commencing from date on the Notice to Proceed, but not earlier than August 1, 2016.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (1) additional twelve (6) month period, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

PRE-BID CONFERENCE

A pre-bid conference will be held at the subject property, located at 52 Ahulua Place, Kula, Maui. Attendance for the pre-bid conference is not mandatory. The date for the conference is **Friday, July 8, 2016 at 10:00 a.m. (HST)**. This pre-bid conference will be for the purpose of inspecting the area and reviewing the scope of services required for this solicitation.

Offerer is advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

BID PREPARATION

Offer Form, Page OF-1. Bidder is requested to submit its offer using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form page OF-1 shall indicate Bidder's intent to be bound.

Bid Quotation. Unit bid price shall include labor, equipment, installation, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.

Tax Liability. If a Bidder is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

References. Bidder shall furnish on the appropriate Offer Form page at least three (3) references in the State of Hawaii for whom the bidder has performed services similar to this IFB. The State reserves the right to contact the listed references to inquire about the bidder's performance.

Insurance. Work included under this agreement requires the provision of liability and property damage insurance to remain in full force and effect during the life of this contract. Bidder shall refer to the *Liability Insurance* clause for additional information regarding this requirement. Accordingly, Bidder should consider these insurance requirements when preparing this proposal.

Wage certificate. The Bidder shall complete and submit a Wage Certificate by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Bidder is advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidder is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of

the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Bidder submitting the lowest Total Annual Bid Price.

Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. If compliance documents have not been submitted to the DHHL prior to award, the lowest responsive and responsible offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DHHL.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DHHL. However, the tax clearance certificate shall be submitted to the DHHL.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be

valid on the date it is received by the DHHL. A photocopy of the certificate is acceptable to the DHHL.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DHHL.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DHHL. However, the certificate shall be submitted to the DHHL.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DHHL. A photocopy of the certificate is acceptable to the DHHL.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the Form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the DHHL as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

PROTEST

Pursuant to §103D-701, HRS, a protest of the solicitation must be made prior to bid opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s) resulting from this solicitation shall be posted at the Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway; Kapolei, HI 96707.

Any protest pursuant to Section 103D-701, HRS, and Section 3-126-3, HAR shall be submitted in writing to DHHL's Procurement Officer at the above address.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the bidder shall remain firm for the sixty day period.

EXECUTION OF CONTRACT

For contract award totaling \$50,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the bidder. Upon execution of the contract, DHHL will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to receiving the Notice to Proceed letter. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or

anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 combined single limit

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway; Kapolei, HI 96707."
2. Additional Insured: "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract.

Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

Contractor shall submit original and three (3) copies of the monthly invoices only upon completion to:

Department of Hawaiian Home Lands
Attn: Dean Oshiro
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

All invoices shall reference the IFB and contract number.

PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

At the release of this IFB, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the Contractor may request for increase in contract price if the current wages paid for similar positions are lower than wages paid to State employees. The increase requested must result in increase in wages to the Contractor's employees performing the work, herein, including any increase in cost for benefits required by law that are automatically increase as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103.55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Bid Offer Form page, the percentage of the unit bid price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to DHHL on a timely basis.
 - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
 - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor should call the Project Manager

named on the cover of this Invitation for Bids to obtain the current wage information.

4. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
 - b. Only if there is a wage increase to public employees performing comparable work; and
 - c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original contract period: March 7, 2003 to March 6, 2004
Extension period: March 7, 2004 to March 6, 2005

The option to extend the original contract is exercised for the period March 7, 2004 to March 6, 2005. On March 1, 2005, the State announces a pay raise retroactive to July 1, 2003 and the Contractor soon thereafter submits a request of modification is issued accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, March 7, 2004 to March 6, 2005. Note that the price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows price adjustment to the current contract period only.

5. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:
 - a. Bid Price/Hr/ Officer (A) =(A) for example = \$15/hr
 - b. Current Hourly Wage Rate (B) =(B) for example = \$11/hr
 - c. New Hourly Wage Rate paid to State Employees (C) =(C) for example = \$11.50/hr
 - d. Hourly Wage Increase to State employees (D) =(D) for example = \$0.50/hr
 - e. Adjusted Bid Price/Hr/Officer (E) =(A) + (D), or \$15.00 + \$0.50 = \$15.50/hr
6. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (5) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If the request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustment shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
 - b. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = F, or \$.50 x .16 = \$.08
 - c. Adjusted Bid Price/Hr/Officer + Fringe Benefits =(E) + (F), or \$15.50 = \$.08 = \$15.58
7. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

INSPECTIONS

The Contract Administrator or his representative reserves the right to inspect Contractor's job performance at any time.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions, Form AG-008 Rev. 10/17/2013. Liquidated damages is fixed at the sum of TWO THOUSAND DOLLARS (\$2,000.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

STATE'S GENERAL CONDITIONS

Nothing in the Special Provisions shall supersede the General Conditions attached hereto. The Special Provisions shall serve to supplement the General Conditions.

APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the

Governor, required by statute, regulation, rule, order, or other directive.